

THE STATE OF NEW HAMPSHIRE

SUPREME COURT

In Case No. 2005-0438, State Farm Mutual Insurance Co. v. Sara Bigelson, the court on August 16, 2006, issued the following order:

The respondent, Sara Bigelson, appeals an order of the trial court finding that the petitioner, State Farm Mutual Insurance Co., was not obligated to provide her with uninsured motorist benefits due to her fifteen-month delay in reporting the accident. She argues that her delay in reporting the injury was due to the ambiguous language of the policy addressing coverage and that the trial court erred in finding that State Farm had been prejudiced by the delay. She also argues that the trial court erred in denying her motion to compel discovery and advances arguments based on estoppel and waiver. We affirm.

Whether there has been a breach of policy provisions requiring notice to be given “as soon as practicable” depends upon the length of the delay, the reasons for the delay and whether the delay resulted in prejudice to the insurer. Wilson v. Progressive N. Ins. Co., 151 N.H. 782, 785 (2005). The relative weight to be given to these factors is for the trial court to determine. Id. Generally, whether the notice requirement has been met is a question of fact for the trial court. Id. Having reviewed the record before us, we find no error in the trial court’s ruling.

We also find no error in the trial court’s ruling on the respondent’s motion to compel. See Figlioli v. R.J. Moreau Cos., 151 N.H. 618, 626 (2005) (trial court’s decision on management of discovery reviewed under unsustainable exercise of discretion standard).

Given the record before us, we also find no merit in the respondent’s arguments based on waiver and estoppel. See Forbes Farm P’ship v. Farm Family Mut. Ins. Co., 146 N.H. 200, 204 (2001) (setting forth elements required to establish waiver and estoppel).

Affirmed.

DALIANIS, DUGGAN and GALWAY, JJ., concurred.

**Eileen Fox,
Clerk**